



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 November 19, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

November 19, 2013

Gloria Molina
First District

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Don Knabe
Fourth District

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Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO OUTSOURCING OF ADVANCED LIFE
SUPPORT AND CRITICAL CARE AMBULANCE TRANSPORTATION
SERVICES AGREEMENT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina Ghaly, M.D.
Deputy Director, Strategic Planning

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To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.

SUBJECT

Request approval of Amendment to extend the term of the Outsourcing of Advanced Life Support and Critical Care Ambulance Services Agreement for the provision of patient transportation services from the Martin Luther King Jr. Multi-Service Ambulatory Care Center to hospitals in the area.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute Amendment No. 4 to Agreement No. 75938 with American Medical Response of Southern California (AMR), effective upon execution to extend the term for the period January 1, 2014 through March 31, 2015, and increase the maximum obligation to \$673,543, with the option to extend the Agreement term for up to six additional months, on a month to month basis, through September 30, 2015.
2. Delegate authority to the Director, or his designee, to: 1) execute an amendment to further extend the AMR Agreement term on a month-to-month basis, for up to six additional months, with an increase in the maximum obligation under the same terms and conditions, and 2) terminate the Agreement by issuing prior written notice in accordance with the termination



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provisions, upon review and approval by County Counsel and with notification to the Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The AMR Agreement was originally established to provide ambulance transportation from the Martin Luther King Jr.-Harbor Hospital (MLK-Harbor) to other County and private sector hospitals in order to decompress inpatient beds at MLK-Harbor on a temporary basis as part of the MetroCare Plan. Currently the AMR services provide a means to transport patients in need of medical services that exceed the capabilities of MLK Multi-Service Ambulatory Care Center (MLK MACC). The current Agreement with AMR expires December 31, 2013. While the need for ambulance transportation services has diminished since the closure of MLK-Harbor and the MLK-Harbor Emergency Room in August 2007, there is still a need to continue providing ambulance transportation services from the MLK MACC to other County and private sector hospitals.

Approval of the first recommendation will allow the Director, or his designee, to execute an amendment, substantially similar to Exhibit I, to extend the term of the current AMR Agreement, for Advanced Life Support and Critical Care services for patients from the former MLK-Harbor catchment area to other hospitals in the area.

Approval of the second recommendation will allow for services to continue beyond March 31, 2015, if necessary, until the Martin Luther King Jr. Community Hospital (MLK-CH) is opened and able to accept patients. At present, it is anticipated that the new hospital will be able to accept patients in early 2015. DHS needs the flexibility to extend the current Agreement on a month-to-month basis and terminate the Agreement in a timely manner upon the new hospital's opening.

Implementation of Strategic Plan Goals

The recommended action supports Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The County's maximum obligation with AMR for the 15-month extension period is \$673,543.

Funding is included in DHS FY 2013-14 Final Budget and will be requested in future years' budgets, as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board delegated authority on November 28, 2006, to the Director of DHS to, take certain actions necessary for the implementation of MetroCare, including executing an agreement to provide Advanced Life Support and Critical Care Ambulance Transportation Services at MLK-Harbor for one year, for the period, December 1, 2006, through November 30, 2007, with the option to extend the Agreement on a month to month basis through November 30, 2009. AMR was the chosen provider for these services.

An Amendment to the AMR agreement in November 2007 reduced the number of service hours as the need for the ambulance transportation services had diminished.

On June 16, 2009, the Board directed the Chief Executive Officer, working with the Internal Services Department, County Counsel, Auditor-Controller, and other County departments, to develop the parameters for a contract cost-savings initiative by requesting that contractors reduce contract costs effective in FY 2009-10 in return for contract extensions. In exchange for an Agreement extension, AMR agreed to reduce the service rates by eight percent. AMR has been a responsive contractor and has agreed to continue to provide the services at the reduced rates during this extension period.

The current contract is being extended to ensure continuation of these necessary ambulance transportation services while the County reassesses the service needs of the re-opened MLK-CH scheduled for early 2015.

This Agreement may be terminated for convenience by the County upon 60 days prior written notice.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

AMR was originally selected based on the results of a solicitation. Due to the need to ensure services are available until such time as the new MLK-CH opens, the current Agreement is being amended.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the continuation of Advanced Life Support and Critical Care Ambulance Transportation Services for patients from the MLK MACC to County and private sector hospitals until the opening of MLK-CH.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is fluid and cursive, with the first name "Mitchell" written in a larger, more prominent script than the last name "Katz".

Mitchell H. Katz, M.D.

Director

MHK:db

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

Agreement No.: 75938

OUTSOURCING OF ADVANCED LIFE SUPPORT AND CRITICAL CARE
AMBULANCE TRANSPORTATION SERVICES AGREEMENT

Amendment No. 4

THIS AMENDMENT is made and entered into this ___ day of _____, 2013,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

AMERICAN MEDICAL RESPONSE
OF SOUTHERN CALIFORNIA
(hereafter "Contractor")

Business Address:

1055 West Avenue J
Lancaster, CA 93534

WHEREAS, reference is made to that certain document entitled "Outsourcing of Advanced Life Support and Critical Care Ambulance Transportation Services Agreement," dated November 28, 2006, and further identified as Agreement No.: 75938, and any amendments thereto (all hereafter referred to as "Agreement") and,

WHEREAS, the County has determined that Agreement services provided by Contractor continue to be in the best interests of the County in order to transport patients from the Martin Luther King, Jr. – Multi-Service Ambulatory Care Center (MLK-MACC) to other County and private sector hospitals, in accordance with the terms and conditions set out in the Agreement; and

WHEREAS, it is the intent of the parties hereto to extend the Agreement term for fifteen months with an option to extend on a month-to-month basis, to accommodate the opening of the new Martin Luther King, Jr. Community Hospital (MLK-CH), and to provide for the other changes set forth herein; and

WHEREAS, Agreement includes provisions regarding "COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996"; and

WHEREAS, on January 25, 2013, the U.S. Department of Health and Human Services published in the Federal Register its omnibus final rule modifying the privacy, security, enforcement, and breach notification regulations under the Health Insurance

Portability and Accountability Act of 1996 ("HIPAA"), and made this rule effective March 26, 2013; and

WHEREAS, these revised regulations require County to modify Agreement's provisions; and

WHEREAS, Agreement's provisions provide that County and Contractor will take action as is necessary to amend the Agreement in order for the County to comply with its regulatory obligations; and

WHEREAS, the Agreement provides that changes in accordance with Paragraph 25, Alteration of Terms provision may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution by the parties on the date first identified above.
2. Agreement, Paragraph 1, TERM, subparagraph A, is deleted in its entirety and replaced as follows:
 - "A. This Agreement shall commence effective December 1, 2006, and shall continue in full force and effect to and including March 31, 2015, and increase the maximum obligation by \$673,543 with the option to extend the Agreement term for up to six additional months, on a month-to-month basis at the County's sole discretion, through September 30, 2015 to accommodate the opening of the new MLK-CH. The Agreement, however, may be sooner cancelled or terminated at any time, without cause by either party, upon giving at least sixty (60) calendar days written notice thereof to the other. In addition to the aforementioned, County reserves the right to reduce the number of Dedicated Units provided for under this Agreement upon giving at least thirty (30) calendar days prior written notice to the Contractor."
3. Agreement, Additional Provisions, Paragraph 30, COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 is deleted in its entirety and replaced as follows:

"30. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
OF 1996 (HIPAA)

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently see its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.

Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Mitchell H. Katz, M.D.
Director of Health Services

AMERICAN MEDICAL RESPONSE
OF SOUTHERN CALIFORNIA

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL